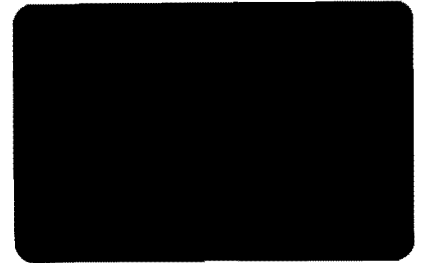


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DUPLICATE
ORIGINAL
«نسخه برابر اصل»



MR. JAHANGIR SANI'S REPLY
TO MR. MOSK'S "COMMENTS"
OF 3 MARCH 1983 CONCERNING

CASE No. 17

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و داری ایران - ایالات متحده
فیت شد - FILED	
No. 17	شماره
Date 7 APR 1983	تاریخ
۱۳۶۲ / ۱ / ۱۸	

CH. 3

In His exalted name

On March 9, 1983, I received a document which Mr. Mosk had earlier filed with the Registry, bearing the title: "Comments of Richard M. Mosk with respect to Mr. Jahangir Sani's Reasons for Not Signing the Decision Made by Mr. Mangård and Mr. Mosk in Case No. 17". This was not unexpected, since Mr. Mosk had promised to submit and circulate such a document over a month ago. I did not expect, however, that he would term as "inaccurate" what he well knew to be accurate; or that, having done so, he would himself proceed to inaccurately relate the relevant events. Paradoxically, I am both happy and dismayed that he has done so, and below I shall try to explain why:

The main point which Mr. Mosk tries to establish, so as to divert the attention of the readers from the main issues to trivialities, is that I disregarded the rule of secrecy of deliberation. To be more specific, I have in parts of my 'Opinion' tried to describe how the principles and rules of our arbitration have been disregarded. The natural course for him to take would have been to limit himself to commenting on that point. But, perhaps because he lacked any meaningful reaction to the substance of my comments, he found it more convenient to focus, instead, on my alleged violation of the provisions of Paragraph 2 of Article 31 of the Tribunal Rules.

It is exactly for this reason, I believe, that Mr. Mosk states in the preamble to his 'Comments' "First it is a violation of Tribunal Rules and generally accepted ethical standards to attempt to divulge the deliberations of an arbitral tribunal. Article 31, Note 2, Provisionally Adopted Tribunal Rules."

The foregoing point, significant as it is, might now be set aside in favour of an examination of what, Mr. Most, other arbitrators and I are prevented from doing by the provisions of Note 2 of Article 31 of the Tribunal's Rules -- provisions which have been used as a guillotin above my neck. The text of this Article reads: The Arbitral Tribunal shall deliberate in private. Its deliberations shall be and remain secret. Only the members of the Arbitral Tribunal shall take part in the deliberations. " Clearly, what has been stressed here is the secrecy of the deliberative sessions and the deliberations themselves. Turning now to my 'Opinion' of 3 February 1983, it will be noted that I have not made the least reference to any deliberations concerning Case No. 17. Quite to the contrary, as I have there argued, and as Mr. Mosk has implicitly admitted, I have never participated in any final deliberative session concerning this case, such that Mr. Mosk could feasibly conceive that I disclosed the secrets of those deliberations. I am not even certain if, where, when and with whose participation this session was held.

Firstly, therefore, I have not, contrary to Mr. Mosk's view, violated the rule of secrecy. Secondly, if the observance of Note 2, Article 31 is a legal obligation, so is, as I have repeatedly emphasized, the observance of other Tribunal Rules, including the provisions of Note 4 to the same Article, which requires that the reasons for an arbitrator's failure to sign an award be stated. And should there be any conflict between the two, the provisions of Note 4, must, in my opinion, take precedence over those of Note 2. For in order for a decision to be legal and binding, the reasons for the failure of an arbitrator to sign must necessarily be reflected in the award; and in cases where this cannot be done unless the provisions of Note 2 are disregarded, the only possible solution is to give precedence to the said Note 2. This, at any rate, is a view which as an arbitrator, I am entitled to hold and follow, just as any other arbitrator is entitled to hold a different view. Of

Passing now from Mr. Mosk's attempt to divert the attention of his readers, I propose to view the matter from a different angle. I ask whether it would not be true to say that when readers of his 'Comments' are faced with such a firm and categorical statement the least they might expect from this expert author (who does not content himself with the expression of his own view, but seeks to rely also on the views of others in support of his own) is that he would not himself proceed to violate ethical standards and the Tribunal Rules. Yet, the readers soon realize that the writer, contrary to the thesis he advances, himself commits what he has just argued are violation of those Rules and standards.

In support of the foregoing, I propose to rely on Mr. Mosk's own document. In the concluding lines of his 'Comments' Mr. Mosk writes that " (a)s I have stated, I believe that Judge Sani's document is not part of the award and therefore is subject to the Tribunal's confidentiality standards. If, however, Judge Sani's document receives any other treatment, my comments in response to Judge Sani's document should receive the same treatment and circulation so that the record will be complete and accurate."

It will be seen that in Mr. Mosk's view I should have observed the rule of secrecy. However, since I have failed to do so, he too is entitled to disregard a rule about the observation of which, as a recognized legal and ethical principle, he so keenly writes. I must say that prior to my joining this Arbitral Tribunal it was my impression that an arbitrator functioning at an international level would, at least, consider himself bound by his own views and beliefs. Having read Mr. Mosk's 'Comments', I beg to be allowed to reappraise my past conviction.

course, it might be argued that it is for the signing arbitrators to present the reasons for the failure of the third arbitrator to sign. Such argument, however, must be rejected for the following three reasons:

Firstly, the Article itself does not provide the signing arbitrators with such a power.

Secondly, no one is more likely accurately to state the reasons for failure to sign than the refusing arbitrator himself.

Thirdly, this arbitral tribunal has in the past supported my view by accepting that the arbitrators who refuse to sign an award might themselves offer the reasons for their refusal. (See Case A/1 and the separate opinions of the three arbitrators who refused to sign it).

Finally, I believe that all those who have been directly or indirectly involved in the events relevant to the Cases in dispute will testify that I have endeavoured to the utmost to preserve the integrity of, and respect for, the Tribunal Rules. Yet, because my colleagues chose finally to determine those Cases on the basis of a wrong impression of my resignation, to which I have referred in my previous 'Opinion', I found myself with no alternative but to do what I considered necessary in fulfilling my heavy responsibility when I realized that my endeavours had been to no avail. As the members of the Tribunal are all aware, even after the preparation of my 'Opinion' I made a last effort but failed -- firstly, because it was by then too late, and secondly, because of Mr. Mosk's yet another hurried action to obtain a copy of my said 'Opinion' prematurely.

A much more significant point which Mr. Mosk has chosen to ignore is that where an arbitrator has not participated in the deliberation, it is meaningless to talk about his refusal to sign. Surprisingly, no matter how hard I try to make it clear that even on the basis of Mr. Mosk's own written comments I have not participated in any such deliberations, Mr. Mosk does not seem to wish to listen. At the risk of repetition, I stress the point that Note 4 of Article 31 does not state that "in case an arbitrator is absent from deliberative session, the reasons for his absence must be reflected", but that "when there are three arbitrators and one of them fails to sign, the award shall state the reasons for the absence of his signature".

Apart from this clear legal provision, we might examine the rules of this very complex phenomenon of an Iran-United States Arbitral Tribunal - which is established to determine not only a great number of extremely large claims but many issues highly sensitive to both Governments - so as to find out whether the possibility of determining the issues of such magnitude in the absence of one arbitrator is provided for. I am absolutely convinced that given the special composition of the Tribunal, such provision would have been contrary to anyone with the least foresight. The issue deserve further explanation, albeit a brief one:

Paragraph (b) of Article 3 of the "Introduction to the Tribunal's Provisionally Adopted Rules" specifies that "Arbitral Tribunal means either the Full Tribunal or a chamber..." Paragraph D of the same Article further states that '(C)hamber' means a panel of three members composed by the President of the Tribunal from among the nine members of the Full Tribunal, pursuant to his powers under Article III, Paragraph 1 of the Claims Settlement Declaration". Paragraph 1 of Article III of the Claims Settlement Declaration, which overrides all other relevant rules, declares that "(t)he Tribunal shall consist of nine members or such larger multiple of three as Iran and the United States may agree are necessary to conduct its business expeditiously. Within ninety days after the

entry into force of this agreement, each government shall appoint one - third of the members. Within thirty days after their appointment, the members so appointed shall be mutual agreement select the remaining third of the members and appoint one of the remaining third President of the Tribunal.

Claims may be decided by the Full Tribunal or by a panel of three members of the Tribunal as the President shall determine...." (emphasis added).

Turning now to Paragraph 1 of Article 31 which stipulates that "when there are three arbitrators, any award or other decision of the Arbitral Tribunal shall be made by a majority of arbitrators", we will realize that, at least until such time as the final deliberation is concluded and appropriate decision is made, the present of all the three members is absolutely necessary.

It must be noted that under Paragraph 1 of Article III, which overrides all other relevant rules, including the rule contained in Paragraph 1 of Article XXXI of the Tribunal Rules, the fact that only the Full Tribunal or a panel of three arbitrators may determine cases is specifically referred to. Paragraph 1 of Article 31 of the Tribunal Rules is therefore concerned merely with the question as to what majority would suffice for the validity of an award. It would be very strange even to imagine that this Article can be relied upon in support of the proposition that a deliberative session may be convened, and a binding decision arrived at, in the absence of one of the three arbitrators. Mr. Mosk also relies on Article 660 of the Iranian Civil Procedure Code to argue that under Iranian law, the presence of two out of three arbitrators is sufficient for deliberations. He is mistaken for the following reasons:

Firstly, the law governing the issue before us is that included in Paragraph 1 of Article III of the Claims Settlement Declaration and not the laws of any specific country, including the laws of Iran,

Secondly, any comparision between a simple municipal arbitral body and a very complex international arbitral tribunal such as the Iran-United States Arbitral Tribunal with a highly complex and very unique composition is bound to be superfluous. Reliance on Article 660 of the Civil Procedure Code, or any other similar provision is therefore unjustified,

Thirdly, assuming, arguendo, that ARticle 660 would be of any relevance, it is indeed an evidence against Mr. Mosk's arguments. This is because where the legislator has thought it wise to allow under certain conditions the holding of deliberations and the issuing of awards in the absence of a third arbitrator, it has found it neceesary expressly to say so in the form of an article in the Code. It would be logical, therefore, to expect that had this been also the intention of the parties to the Claims Settlement Declaration they would have likewise demonstrated their intention. Not only is there no expression of such intention in the Declaration, but the contrary intention is formulated in Paragraph 1 of Article III : "Claims may be decided by the Full Tribunal or by a panel of three members of the Tribunal as the President shall determine" (emphasis added).

I propose now to deal with another part of Mr. Mosk's 'Comments', where he alleges that I have sought to attack the Award. I wish to emphasize at the outset that I have done nothing but attempt to fulfil certain duties which in accordance with the governing rules of this Tribunal devolve upon other arbitraors and me.

Mr. Mosk write that "....Judge Sani prepared his document claiming the award is invalid. "(P.2.F.N.) Realizing, perhaps, that this might not be a safe admission, he immediately goes on to add that "(n)eedless to say, I believe the award is valid." Assuming that I have prepared

my document in an effort to demonstrate the invalidity of the alleged award, as Mr. Mosk has asserted, would it not be true to say that by doing his best to refute my own view, he has tried to collect evidence in support of what he proposes to call an award? And does this not contradict his own earlier statement that "this may cast doubt on (the) arbitrator's impartiality." ('Comments', P.2).

In another part of his 'indictment' against me, Mr. Most writes: ".... under international law, Judge Sani cannot frustrate the work of the Chambers or the Tribunal by wilfully absenting himself and refusing to sign an award". (ibid) Apart from the fact that Mr. Mosk has himself admitted to holding a meeting without my participation, he is not justified, fully knowing that I tried assiduously to inform him and Mr. Mangård of the circumstances surrounding my resignation, in continuing to refer to my 'wilfully absenting' myself. At any rate, this can hardly be a justification for his flagrant violation of our own Tribunal Rules, as well as of Paragraph 1 of Article III of the Claims Settlement Declaration.

I now propose to deal with that portion of Mr. Mosk's 'Comments' entitled 'fifth' in which the following interesting points are specifically admitted:

- 1 : It had been agreed to hold a chamber meeting on 13 December 1982
- 2 : Draft awards had been prepared and scheduled to be deliberated upon in that meeting.⁽¹⁾
- 3 : It was understood that I would be entitled to discuss certain cases in that meeting.
- 4 : I did not participate in that meeting.

(1) If Mr. Mosk means to refer to Case No. 17, then it must be explained that at the last meeting before the meeting scheduled for 13 December, I had expressly stated that I would be prepared to discuss only the important issue of 'interest' involved in Case No. 30. There was indeed not the slightest reference to any other case in that meeting.

- 5 : Mr. Mangård and Mr. Mosk were informed of my resignation on 13 December 1982.
- 6 : I consented to reconsider my resignation if the awards in Case No. 30 and certain other cases were changed.⁽¹⁾
- 7 : I met with Mr. Mangård and Mr. Mosk late on 15 December at the Promenade Hotel, as I had refused to come to the Tribunal premises.
- 8 : I proposed in that meeting that deliberations on the relevant cases be continued.
- 9 : No objection, particularly from Mr. Mosk, was made against my proposal.
- 10 : The awards were signed and filed with the Registry on 15 December, 1982, immediately after our meeting.
- 11 : Following the aforesaid meeting with me, Mr. Mangård and Mr. Lagergren and Mr. Bellet both of whom told them that there was no reason to withdraw the awards already filed.⁽²⁾

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- (1) I hasten to say that since in my view my two colleagues had violated the Tribunal's Rules, I consented to withdraw my resignation provided they agree to the holding of deliberations in Cases Nos. 17 and 132 on 15 January, 1983 as this was a means by which the violation of Rules could be remedied. I, at least, firmly believed that my proposal had been accepted when I left the Hotel.
- (2) One might wonder whether this consultation is not in itself a strong indication in support of my contention that my proposal at the Hotel had been accepted; for if the proposal had been rejected by my colleagues, there would have been no need for further consultation.

- 12 : Mr. Mangård and Mr. Mosk nevertheless decided, first that the awards in the Registry would be held until 5 January 1983, secondly that there would be discussions concerning those cases on 4 January 1983, and thirdly that awards in those cases would be issued promptly thereafter "either the one of file or a new or revised one resulting from any further discussions"⁽¹⁾ ('Comments', p.5).
- 13 : The proposed schedule was transmitted to me via the Court's legal assistant, and I agreed to that schedule on 17 December, 1982.
- 14 : On 4 January 1983, I called at the Tribunal but refused to discuss any substantive aspect of the Case. I refused to sign the Award and requested two more weeks before having further deliberations.⁽²⁾

Having given his account of the relevant events as described above, Mr. Mosk proceeds to assert that "other facts and representations by (Mr. Sani) are incorrect." ('Comments' p.5). My account of the relevant facts, given in the same chronological order, will enable the reader to compare the two, and form his own view as to whose account is inaccurate.

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- (1) Mr. Mosk contends that he made absolutely no promise to me. If so, it seems very strange that, contrary to a legal requirement, awards properly signed and filed were not promptly served to the parties, and necessary notifications were not sent to the Dutch courts. Further, if there was not reason to withdraw the awards, which was apparently the advice given to my colleagues by Mr. Lagergren and Mr. Bellet, what possible legal justification could be made for the return of the awards, reopening of discussions, and, probably, issuing of a "new or revised (award) resulting from any further discussions" ('Comments', p.5. emphasis added).
- (2) A full account of this January meeting will be found in my 'Opinion' of 3.2.1983, and need not be repeated here. Suffice it to add, firstly, that it would be difficult to understand how, having myself requested further deliberations, I should refuse to participate in it when it was to take place, and secondly, that immediately after I began at the outset of the meeting to complain about the breach of promise by my colleagues, Mr. Mosk left the room in protest and did not return for as long I was there. Since no meeting was held, it does not make sense to talk about the issues supposedly discussed therein.

- 1 : I have said that on 15 December 1982 I was confronted with the unexpected news that awards had been issued in Cases Nos. 17 and 132. I have further stated that the meeting of 13 December 1982 was scheduled for the sole purpose of discussing the issue of 'interest' in Case No. 30. I have both written evidence and live witnesses to support my contentions.
- 2 : I have stated that Mr. Mosk and Mr. Mangård agreed to withdraw Cases Nos. 17 and 132, though they intended to file Case No. 30 provided that I agree to meet them. In support of this, I rely on the testimony of Mr. Kashani and Mr. Hosseini, as well as on the written 'Comments' of Mr. Mosk himself.⁽¹⁾
- 3 : I have stated that I met with Mr. Mangård and Mr. Mosk at the Promenade Hotel and agreed to their request that I withdraw my resignation, provided that Cases Nos. 17 and 132 were deliberated upon at a meeting scheduled for 15 January 1983. To limit myself to certainties, I try not to take Mr. Mosk's non-rejection of my proposal as his consent and accordingly wrote in my 'Opinion' that Mr. Mosk did not evince any opposition though he did say that he would discuss it with his colleagues.
- In support of this I rely on the fact of my return to the Hague, my taking part in the work of the Tribunal, and the testimony of live witnesses.
- 4 : I have stated that one day after the meeting at Promenade Hotel, Mr. Mangård and Mr. Mosk decided to proceed with Cases No. 17 and 132 unless I agree to return to the Hague earlier, and participate in a meeting scheduled for 4 January 1983. Subsequent events, testimony of Mr. Hosseini, the attached certificate issued by the Registry of the Tribunal, and Mr. Mosk's own 'Comments' of 3 March 1983 will all support my statement.
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(1) See that part of his 'Comments' in which he points out that I was invited to the meeting scheduled for 4 January 1983 for further deliberations, with a view to changing the Award or issuing a new Award if necessary.

- 5 : I have stated that at the meeting of 4 January 1983, immediately after I began to refer to the breaches of promise by my colleagues, Mr. Mosk left the room in protest and did not return. I have live witnesses for that.
- 6 : I claim to have said at the January meeting that because the awards had been signed and filed in my absence, there was no sense in inviting me to such a meeting, adding that in my view the real intention had been to legalize the awards issued in violation of the Tribunal Rules. In this I rely on the filing dates certified by the Registry of the Tribunal, as well as on Mr. Mosk's own 'Comments' where he admits at any rate that the awards had been signed in my absence.
- 7 : I have stated that "on 4 January 1983, I was informed that in case 17, the award which had been rendered on 15 December 1982, was filed under No. 20-17-3." This will be supported by the texts of the award, the certificate issued by the REgistry, and Mr. Mosk's own 'Comments'.
- 8 : I have stated that I offered my resignation, and I have added that my colleagues, wrongly supposing that my resignation - which closely followed that of Mr. Bellet - was intended further to delay the issuing of an award in Case No. 30, considered themselves bound to take actions in relation to Cases Nos. 17 and 132.
- Mr. Mosk is demonstrably hesitant as to whether I really did resign. A clear indication of this vacillation is to be found in his remarks on page 5 of his 'Comments': "Judge Sani used his purported or threatened resignation (which he noted could cause delay in Tribunal proceedings and jeopardize awards) to attempt to extract changes in awards and delays in proceedings".

Firstly, in order to remove any doubt in Mr. Mosk's mind, I attach a copy of a telex I sent to Tehran, offering my resignation. I have seen to it that it be officially translated. Secondly, the statement of Mr. Mosk quoted above is yet another very clear evidence in support of my submission that it was this wrong impression of my colleagues that led them to disregard the express provisions of Paragraph 1 of Article III of the Claims Settlement Declaration. In other words, only because my colleagues thought that I had resigned to cause delays in issuing of an award in Case No. 30 (and thereby in Tribunal proceedings) they decided to neutralize this resignation by issuing awards in cases which had not been subjected to final deliberations. I invite the reader to examine the text of my attached resignation carefully, for there he will find that my original resignation was tendered much earlier, long before the issues of the disputed cases arose. The telex shows that on the latter occasion I merely reaffirmed my intention to resign and requested that the matter be expedited. Mr. Mosk's impression of my intention - on which all the subsequent events are based - was therefore unjustified.

Issues referred to by Mr. Mosk in parts 6 and 7 of his 'Comments' relate to the merits of the case. I have dealt with these in my 'Opinion' of 3 February 1983, and I do not feel it necessary that they should be repeated here. Suffice it to say, in conclusion, that in my view even a brief study of that I have said above will reveal to all, including Mr. Mosk, the identity of the one who has "inaccurately" stated the facts. I need not try to name him.

A handwritten signature, possibly "J. H.", is enclosed within a hand-drawn oval. The signature is written in dark ink and is somewhat stylized.

In the name of God

Dr. Kashani, Arbitrator of
Iran-United States Claims Tribunal

As you are aware, in part of my opinion concerning Case No.17, filed with the Tribunal Registry on 17 February 1983, I have written the following :

"Mr. Kashani told me on the phone that as a result of the efforts made jointly by him and Mr. Aghahosseini, Messrs Manğard and Mosk had promised to refrain from taking any action as to Cases No. 17 and 132, provided that I would agree to have a meeting with them although they would have to file Case No. 30. Although I did not find such a procedure consistent with moral, as well as legal, norms and standards, in order to preserve higher interests, at the direction of Messrs Kashani and Agahosseini, I agreed to meet Messrs Manğard and Mosk outside the Tribunal". Now, as I have to rely upon your testimony in Mr. Mosk's recent text, a copy of which must have been handed to you, in case my quotation of your statement is true, please declare your certification thereof, accordingly.

Signature

M. Jahangir Sani

Signature

Dr. Mahmoud Kashani

15 March, 1983
24 Esfand 1361

In the name of God

Mr. Aghahosseini,
Legal Assistant to Iran-United States
Claims Tribunal

As you are aware, in several parts of my opinion concerning Case No. 17, filed with the Tribunal Registry on February 17, 1983, I have made statements quoting you with regard to the actions taken by you. Now, as I have to rely upon your testimony in my response to Mr. Mosk's recent opinion, which you must have read by now, in case you find my quotations regarding your actions true, please declare your certification thereof, accordingly.

M. Jahangir Sani

In witness hereof,

I have read the above-referred to opinion carefully and hereby do certify the correctness of the contents thereof in connection with actions taken by me.

Signature
Aghahosseini

To: Judge Jahangir Sani

From: The Co-Registrars A ۶)

We hereby give you the information, you requested from us in your memo dated 19 January 1983 received by us on 20 January 1983:

- On 15 December 1982 the English versions of the Awards in Case 30, 17 and 132 were delivered to the Registry for filing, accompanied by a note from Judge Mangard indicating that these Awards should be filed on the same date in the English versions.
Consequently the Awards were filed 15 December 1982.
- On 16 December 1982 the Farsi versions of the Awards were delivered to the Registry.
On the same day Judge Mangard informed us that the Awards in Case No. 30 should be served to the Parties and the Agents and that the Awards in Case No. 17 and 132 should be withheld until further notice.
This instruction was confirmed by Judge Mangard in writing on 17 December 1982.
- On 5 January 1983 Judge Mangard requested us to serve and distribute the Award in Case No. 17 filed on 15 December 1982 as soon as possible. (This request was confirmed in writing on 6 January 1983.)
Consequently the Award was served and distributed on the same date (i.e. 5 January 1983).
- On 10 January 1983 we received a memorandum from Judge Mangard requesting us to return the Award in Case No. 132 filed on 15 December 1982.
On that day the Award was returned by us.

- On the same day (10 January 1983) an Award in Case No. 132, signed on 10 January 1983 was delivered to the Registry.
This Award was filed on that day.

Please find hereafter all other relevant dates of these Awards.

Case No. 30 : Award No. 18-30-3

Date of signing: 15-12-1982

Date of filing: 15-12-1982

Served to the Agent of Iran: 17-12-1982

Served to the Agent of the United States: 17-12-1982

Distribution* to members of the Tribunal: 17-12-1982

Date of Deposit with the District Court: 22-12-1982

Case No. 17 : Award No. 20-17-3

Date of signing: 15-12-1982

Date of filing: 15-12-1982

Served to the Agent of Iran: 6-1-1983

Served to the Agent of the United States: 5-1-1983

Distribution* to members of the Tribunal: 5-1-1983

Date of Deposit with the District Court: 11-1-1983

Case No. 132 : Award No. 21-132-3

Date of signing: 10-1-1983

Date of filing: 10-1-1983

Served to the Agent of Iran: 12-1-1983

Served to the Agent of the United States: 10-1-1983

Distribution* to members of the Tribunal: 10-1-1983

Date of Deposit with the District Court: 13-1-1983

* Distribution to members is done through putting a copy in their mail tray in the Registry.

copy to: The Secretary-General
20-1-1983

[Handwritten signature]

Memorandum

To : Mr. Mosk
Mr. Jahangir Sani

From : Mr. Mangård

Date : 10 December 1982

I attach my draft opinion in Case No. 17. We have discussed this case on several occasions, and it is my intention to have the Award signed before we leave for Christmas. I therefore suggest that we deal with Case No. 17 again on Monday 13 December 1982 at the Chamber Meeting.

My draft opinion in Case No. 132 was circulated yesterday. It should also be discussed on Monday so that an Award can be signed later in the week.

Dr. Bahrami

Re telex No. 9955 dated 13.12.1982, please advise Dr. Mostafa Jahanguir Sani that his resignation will be raised at the next meeting of the High Council of Supervision, whose decision will be duly conveyed to him. Moreover, he is invited to travel to Tehran during the Christmas recess for some discussions and consultations in this respect.